

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Request to Advertise an Amendment to the County Code for the Maintenance of Abandoned Foreclosing or Foreclosed Properties Ordinance and Request to Proceed with an RFP to Implement the Ordinance

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Alison Stettner

CONTACT: Tina Williamson

EXT: 7375

MOTION/RECOMMENDATION:

1. Authorize the Planning & Development Director to schedule and advertise a public hearing for February 9, 2010 to consider amendments to the Seminole County Code for the Maintenance of Abandoned Foreclosing (or Foreclosed) Properties Ordinance and to proceed with an RFP to implement the ordinance; or

2. Continue the item until a time and date certain.

County-wide

Tina Williamson

BACKGROUND:

Within the past two years, the number of houses being foreclosed on has steadily increased. This has resulted in many foreclosed, vacant homes being cited by Code Enforcement for maintenance violations such as uncultivated vegetation and unsecured and stagnant pools. The proposed ordinance would require that foreclosing entities register properties once they initiate foreclosure proceedings and a property is vacant. It would also require that foreclosing entities maintain the properties in compliance with all applicable codes. Registration of the properties would involve identifying properties that are being foreclosed on and designating a local (within a forty mile radius of the property) property manager responsible for the upkeep of the property, along with their contact information. The purpose of the registration is to provide a mechanism for maintaining properties and reporting and rectifying problems with the properties before they become code violations.

In order to implement the ordinance, staff is also recommending proceeding with a Request for Proposals (RFP) to contract with a consultant that will provide registration and database services, consistent with the attached Scope of Services. This contract would potentially generate revenue for the County, as preliminary research into companies that offer these services indicate that, in some cases, registration fees are charged for the services and split with the municipality.

The ordinance is proposed to be adopted Countywide and the Cities would be able to opt into the ordinance.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the Planning & Development Director to schedule and advertise a public hearing for February 9, 2010 to consider amendments to the Seminole County Code for the Maintenance of Abandoned Foreclosing or Foreclosed Properties Ordinance and to proceed with an RFP to implement the ordinance.

ATTACHMENTS:

1. Economic Impact Statement
2. Request for Proposals
3. Ordinance

Additionally Reviewed By:

■ County Attorney Review (Melissa Clarke)

Seminole County ECONOMIC IMPACT STATEMENT

| | | | |
|-----------------|---------------------------------------------------------------------------|------------------------------|--------------------------------------------|
| Date: | 1/12/2010 | Department//Division: | Planning and Development/Planning Division |
| Contact: | Tina Williamson | Phone: | 407-665-7375 |
| Action: | Ordinance amending the County Code | | |
| Topic: | Maintenance of Abandoned Foreclosing (or Foreclosed) Properties Ordinance | | |

Describe Project/Proposal

Within the past two years, the number of houses being foreclosed on has steadily increased. This has resulted in many foreclosed, vacant homes being cited by Code Enforcement for maintenance violations such as uncultivated vegetation and unsecured and stagnant pools. The proposed ordinance would require that foreclosing entities register properties once they initiate foreclosure proceedings and a property is vacant. It would also require that foreclosing entities maintain the properties in compliance with all applicable codes. Registration of the properties would involve identifying properties that are being foreclosed on and designating a local (within a forty mile radius of the property) property manager responsible for the upkeep of the property, along with their contact information. The purpose of the registration is to provide a mechanism for maintaining properties and reporting and rectifying problems with the properties before they become code violations.

This Ordinance will have an economic impact on individuals, businesses, or government, based on the following provisions of the proposed amendments to the County Code:

Describe the Direct Economic Impact of the Project/Proposal upon the Operation of the County

This ordinance may have a direct economic impact upon the operation of the County. The County may have to hire a consultant to administer the registration process and maintain the database of information. This could result in either a negative or positive fiscal impact, depending on the terms of the contract.

Describe the Direct Economic Impact of the Project/Proposal upon the Property Owners/Tax Payers/Citizens who are Expected to be Affected

Foreclosing entities may be directly affected by this ordinance if the consultant charges a fee for the registration process.

Identify Potential Indirect Economic Impacts, Positive or Negative, Which Might Occur as a Result of the Adoption of the Ordinance

The County Code Enforcement staff will expend fewer resources on issuing citations for unmaintained vacant houses. This may have an indirect positive economic impact on the County. Property values adjacent to the vacant houses being foreclosed on may also be positively impacted, due to the vacant properties being maintained in better condition.

Citation

Seminole County Home Rule Charter.

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| SUBMIT PROPOSALS TO: Seminole County 1301 East Second Street Sanford, Florida 32771 PURCHASING AND CONTRACTS DIVISION | REQUEST FOR PROPOSALS and Proposer Acknowledgment |
| Contact: Betsy J Cohen, CPPB Purchasing Supervisor 407-665-7112 bcohen@seminolecountyfl.gov | RFP-600816-10/BJC Database of Foreclosing/Foreclosed Properties in Seminole County |
| Proposal Due Date: _____, 2010 Proposal Due Time: 2:00 P.M. | Location of Public Opening: County Services Building, Room #3208 1301 East Second Street, Sanford, Florida 32771 |
| Proposer Name: | Federal Employer ID Number or SS Number: |
| Mailing Address: | If returning as a "No Submittal", state reason (if so, return only this page): |
| City, State, Zip: | |
| Type of Entity: <i>(Circle one)</i> Corporation Partnership Proprietorship Joint Venture | X _____ Authorized Signature (Manual) |
| Incorporated in the State of: | |
| Telephone Number: | Typed Name: |
| Toll Free Telephone Number: (800) | Title: |
| Fax Number: | Date: |

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

SCOPE OF SERVICES

Implementation of the Maintenance of Abandoned Foreclosing (or Foreclosed) Properties Ordinance Seminole County, Florida

Background

- Within the past two years, the number of houses being foreclosed on has steadily increased.
- Many foreclosing properties are vacated prior to the conclusion of the foreclosure process.
- This has resulted in many foreclosed, vacant homes being cited by Code Enforcement for maintenance violations such as uncultivated vegetation and unsecured and stagnant pools.
- The Board of County Commissioners has determined that it is in the best interest of the County to require foreclosing entities to register their properties with Seminole County once foreclosure procedures are initiated and the property is vacant.
- This will ensure that foreclosing entities maintain the properties in compliance with all applicable County codes.
- Registration of the properties would involve identifying properties that are being foreclosed on and designating a local (within a forty mile radius of the property) property manager responsible for the upkeep of the property, along with their contact information.
- The purpose of the registration is to provide a mechanism for reporting and rectifying problems with the property before they become code violations.

Seminole County is seeking a consultant to coordinate with foreclosing entities, identify properties that are being foreclosed on, to provide a process for foreclosing entities to register properties once foreclosure proceedings have been initiated, to maintain the database of registered properties, and to make the data accessible to County employees and City employees, should they choose to opt in to the ordinance.

Introduction

This Scope of Work presents an outline for coordinating with foreclosing entities, identifying properties that are being foreclosed on, providing a process for foreclosing entities to register properties once foreclosure proceedings have been initiated and the property is vacant, maintaining the database of registered properties and making the data accessible to County employees. The Maintenance of Abandoned Foreclosing (or Foreclosed) Properties Ordinance will be adopted into the Seminole County Code prior to March 1, 2010. The Consultant selected for this work will: coordinate with foreclosing entities, implement a registration process, maintain the registration database, coordinate with the cities within Seminole County; consult frequently with County staff; attend public workshops and hearings and meetings with staff as needed; and will develop a schedule to ensure timely completion of deliverables.

Task 1.0: Develop a Procedure for Registering Properties and a Web-based Database to

House the Information that is GIS compatible

The components of this task are as follows:

Subtask 1.1: Develop a Registration Procedure

The Consultant will meet with County staff to develop a registration procedure that foreclosing entities can utilize to register, at a minimum, the following information for each property, once the foreclosure process has been initiated:

- Seminole County Property Appraiser Parcel Identification Number
- Property address (Validated)
- Name of foreclosing entity
- Name of Property Manager associated with the foreclosing entity responsible for maintaining property
- Property Manager mailing address
- Property Manager phone number
- Property Manager email address
- XY or Longitude & Latitude of Property (any location on the parcel will satisfy needs)

As part of this subtask, the Consultant will work with County staff to set a fee schedule for the registration process. The County is requesting that all potential Consultants provide a list of proposed fees as part of their response to this RFP and also detail what percentage of the fee, if any, would be split with the County and/or Cities.

DELIVERABLES:

1. Written procedures for how the registration process will function.
2. Fee Schedule.

Subtask 1.2: Develop a web-based database that is compatible with ESRI's ArcSDE and ArcGIS Desktop software

In this subtask the Consultant will meet with GIS Staff to ensure the database schema will integrate seamlessly with the County's GIS system.

If the consultant's contract allows the County to retain ownership of the data and database, this must be identified in the response, and the following standards must be adhered to and the identified information must be provided:

1. Maintain the data in a SQL Database (we currently use 2005);
2. Provides a data dictionary of the database schema;
3. Provide all programming documentation for the application;

4. Identify what programming language the application will use (ITS currently uses .Net C#);
5. All programming code for any custom applications;
6. All 3rd party software and controls the County would need to purchase to run and maintain the site;
7. All CMS and CRM data;
8. All SQL Programming including stored procedures, stored functions, and database triggers;
9. Encryption and Decryption algorithms used for data and/or code segments;
10. Style sheets;
11. Templates and/or Master Pages; and
12. All images including original images in their layered format.

DELIVERABLES:

1. Web-based database for housing and accessing the registration information.
 - a. The database schema will contain an Address field that is a concatenation of the following fields:
 - i. Address Street Direction (i.e. S)
 - ii. Address Street Number (i.e. 1232)
 - iii. Address Street Name (i.e. 1st)
 - iv. Address Street Type (i.e. St)
 - v. Address Unit (APT A)
2. Written procedures for staff to access the information.
3. Upon request, the database can be exported to an acceptable GIS format (dbase, Microsoft Access, SQL)

Subtask 1.3: Train staff in the registration, data access and GIS procedures.

DELIVERABLE:

1. User manuals for the registration process and database, including how to generate reports with GIS maps.

Task 2.0 Identify Foreclosing Entities in Seminole County and Notify Them of Ordinance Requirements

Subtask 2.1: Identify foreclosing entities in Seminole County.

Subtask 2.2: Notify foreclosing entities of the requirements of the Maintenance of Abandoned Foreclosing (or Foreclosed) Properties Ordinance and inform them of the registration process via a letter.

Subtask 2.3: Search public records a minimum of once a month to ensure that all foreclosing entities have registered. If a foreclosing entity has not registered, notify them of the requirements of the Maintenance of Abandoned Foreclosing (or Foreclosed) Properties Ordinance and inform them of the registration process via a letter.

Subtask 2.4: If a search of the public records indicates that a foreclosing entity is not complying with the requirements of the Maintenance of Abandoned Foreclosing (or Foreclosed) Properties Ordinance once they have been notified via letter once, the Consultant will alert either County or City staff as applicable and provide any known information on the entity.

DELIVERABLE:

1. List of foreclosing entities notified and a copy of the letter being sent to them. This list will be continually updated as required by Subtask 2.3.

Task 3.0 Update and Maintain Database as Necessary and Provide Registration Information to County Employees On An As-Needed Basis and Provide Monthly Reports

Subtask 3.1 Search public records and update database monthly. This will also include removing properties from the database once a foreclosing entity provides proof of occupancy. Prepare and send staff a report following the update every month.

DELIVERABLE:

1. Monthly report to staff.

Subtask 3.2 Provide information as needed to staff up to six (6) additional times per year (not including monthly updates).

DELIVERABLE:

1. Additional information as-needed.

Section 2

General Conditions, Instructions and Information for Proposers

CONTACT: All prospective Proposers or advocates on behalf of proposers are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, County Manager, Seminole County Staff members, other than the noted contact person regarding this RFP or their proposal at any time prior to the posting on the Web Site of the final evaluation and recommendation by the Evaluation Committee for this project. Any such contact shall be cause for rejection of your proposal. Interpretation of this clause will be solely at the discretion of the County.

PUBLIC OPENING: Proposals shall be received at the Purchasing Division at the above referenced address by the specified time and date. As soon as possible thereafter the names of the Proposers shall be read aloud at the specified location. Persons with disabilities needing assistance to participate in the Public Opening should call the contact person at least 48 hours in advance of the Public Opening at 665-7112.

DELAYS: The COUNTY, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the COUNTY to do so. The COUNTY will notify Proposers of all changes in scheduled due dates by posting the notification in the Purchasing and Contracts Web Site.

PROPOSAL SUBMISSION AND WITHDRAWAL: The COUNTY will receive proposals at the above address. The outside of the envelope/container must be identified with the RFP Number and title as stated above. The envelope/container must also include the Proposer's name and return address. Receipt of the proposal in the Purchasing Division after the time and date specified due to failure by the Proposer to provide the above information on the outside of the envelope/container shall result in the rejection of the proposal. **Proposals received after the specified time and date shall be returned unopened.** The time and date will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any proposal. The COUNTY cautions Proposers to assure actual delivery of mailed or hand-delivered proposals prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (407) 665-7112, before the 2:00 deadline.

Proposers shall submit **SEVEN (7) COMPLETE SETS** (one (1) original and six (6) copies) of the complete proposal with all supporting documentation in a sealed envelope/container marked as noted above. The Proposer may submit the proposal in person or by mail. Proposers may withdraw their proposals by notifying the COUNTY in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the COUNTY and will not be returned to the Proposers. No additional information may be submitted, or follow-up performed by any Proposer after the stated due date outside of a formal presentation to the Evaluation Committee.

INQUIRIES/INTERPRETATIONS: All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the County Purchasing and Contracts Division in writing prior to the due date; failure to do so, on the part of the Proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any

questions concerning the intent, meaning and interpretations of the RFP documents including the attached draft agreement, shall be requested in writing, and received by the County Purchasing and Contracts Division no later than ten (1) days prior to the due date. The County will not be responsible for any oral instructions made by any employee(s) of the COUNTY in regard to this RFP. Telephone No. 407-665-7112, Fax No. 407-665-7956. Oral statements given before the Proposal Due Date will not be binding.

ADDENDUM: Should revisions to the RFP documents become necessary; the COUNTY will post addenda information on the COUNTY's Web Site. All Proposers should check the COUNTY's Web Site or contact the COUNTY's Purchasing and Contracts Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the proposal as unresponsive. Proposer shall sign, date, and return the latest addendum with their Proposal. Previous addenda will be deemed received. Addenda information will be posted on the COUNTY's Web Site at www.seminolecountyfl.gov – County Manager – Purchasing and Contracts Division. It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.

SELECTION PROCESS AND AWARD: All proposals will be evaluated by County staff in accordance with the criteria set forth in the RFP documents. The County may conduct interviews/presentations as part of the evaluation process. The County will not be liable for any costs incurred by the Proposer in connection with such presentations. The COUNTY anticipates award to the Proposer who submits the proposal judged by the COUNTY to be the most advantageous and offers the best value to the County. The Proposer(s) understands that this RFP does not constitute an agreement or a contract with the Proposer. The COUNTY reserves the right to reject all proposals, to waive any formalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety.

PROPOSAL PREPARATION COSTS: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

ACCURACY OF PROPOSAL INFORMATION: Any Proposer which submits in its proposal to the COUNTY any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

INSURANCE: Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract. **Copy of the insurance certificate shall be furnished to the County prior to final execution of the Contract.**

LICENSES: Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of RFP. Should the Proposer not be fully licensed and certified, its proposal shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Proposer. Other licenses and certifications requirements related to the profession are detailed in the RFP documents.

POSTING OF PROPOSAL AWARD: Recommendation for award will be posted for review by interested parties at the Purchasing Division bulletin board and the County's Web Page

(www.seminolecountyfl.gov) prior to submission through the appropriate approval process. Failure to file protest to the Purchasing Manager within the time prescribed in the COUNTY's Purchasing Code and Procedures shall constitute a waiver of proceedings.

PATENTS AND COPYRIGHTS: The Proposer, without exemption, shall indemnify and save harmless, the County, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such a claim is made, or is pending, the Proposer may, at its option and expense, procure for the County the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

PROHIBITION AGAINST CONTINGENT FEES: It shall be prohibited for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall terminate the Agreement at its sole discretion.

ACCEPTANCE / REJECTION: Seminole County reserves the right to accept or reject any or all proposals and to make the award to those Proposers, who in the opinion of the County will be in the best interest of and/or the most advantageous to the County. Seminole County also reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. Seminole County reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing. Seminole County reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a re-procurement.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the proposal response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

PURCHASING CODE: The Purchasing Code and Procedures apply in its entirety with respect to this RFP.

AFFIRMATION: By submission of a proposal, Proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this Request for Proposal and the resulting contract.

MISTAKES IN PROPOSAL: Proposers are expected to examine the terms and conditions, specifications, proposal prices and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

DISQUALIFICATION OF PROPOSER: More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

ECONOMIC PRICE ADJUSTMENTS: Written request for price adjustments may be made every twelve (12) months. This request shall be made within thirty (30) days after each allowable renewal period. All price adjustment must be evaluated and accepted by the Purchasing and Contracts Manager, or designee, and shall be effective upon issuance of a written contract amendment. Any increased price adjustment(s) must be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase.

ADVERTISING: In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the County.

Section 3 – Instructions for the preparation of Proposals

The Proposer warrants its response to this Request for Proposals to be fully disclosed and correct. The firm must submit a proposal complying with this request for proposals, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects. All proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below. Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The proposal must be submitted on 8 1/2" x 11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately. The proposal must be divided into the following sections:

1. **REQUIRED SUBMITTALS:**

Executive Summary

Summary of Litigation: Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in the past five (5) years which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

License Sanctions: Regulatory or license agency sanctions within the past 5 years.

Proposer's Certification: See form included in this package.

Conflict of Interest Statement: See form included in this package.

Compliance with the Public Records Law: See form included in this package.

Taxpayer Identification Number (W-9 Form): See form included in this package.

2. **EXECUTIVE SUMMARY**

This part of the response to the RFP must be limited to a brief narrative describing the proposed redesign and content management system. The summary must contain as little technical language as possible and must be oriented toward non-technical personnel. The Executive Summary must not include cost quotations.

3. **COMPANY BACKGROUND**

Applicants must provide the following information about their company so that Seminole County can evaluate the Applicants' stability and ability to support commitments set forth in the response to the RFP. Seminole County, at its option, may require an Applicant to provide additional documentation to support and/or clarify requested information.

Applicants must describe the company's background including but not limited to:

- How long the company has been in business.
- Brief description of the company, including past history, present status, future plans, etc.
- Include experience in providing services requested in the RFP.

- State why the respondent is best qualified to meet the needs of Seminole County.
- Note any parent/subsidiary relationships.
- Note any name changes/acquisitions.
- Company size and organization.
- Total number of employees, full-time and part-time employees; number of technical staff and certifications.
- Name and telephone number of person(s) to be contacted for further information or clarification on the proposal.
- Resumé and contact information for the Project Manager and any other employees who will be directly involved in the project.

Proposal shall be all encompassing, with a single Applicant identified as the “responsible lead Applicant.” Applicant must indicate any needed subcontracted services required to meet the needs of the proposal or clearly indicate what portion of the services are not included as part of your proposal.

4. PROPOSAL DETAILS & IMPLEMENTATION PLAN

Applicants must state how they intend to gather all the required information.

The proposal shall include all pertinent requirements, integration needs and potential costs necessary for Seminole County to have access to the information.

5. CLIENT REFERENCES

Applicants must provide a listing of at least three (3) government client references with a scope similar to Seminole County's. Only provide clients that are currently using the service the company provided. Information must include the following information:

- Name of client.
- Description and date of service that Applicant provided.
- Internet link address to service provided by the Applicant.
- Current client contact name and telephone number.

Seminole County reserves the right to contact these organizations regarding the services performed by the firm.

6. FEE STRUCTURE

Each submittal shall include a fee structure and proposal. The proposal shall contain the total project cost, as well as detailed “line item” costs for any components/phases of the project. All rates and fees, charges, costs, travel and anticipated reimbursable costs must be clearly stated. Travel expenses must be included, but they must be considered carefully. Applicants must include one line item for all anticipated reimbursable expenses.

Section 4 – Evaluation of Proposals

EVALUATION METHOD

The COUNTY will appoint a committee consisting of members of its staff to evaluate proposals and to recommend, to the proper level of authority, the Proposer which meets the best interests of the COUNTY. The COUNTY shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The COUNTY's decisions will be final. Award will be made to the proposal which presents the best value to the COUNTY based on the entire evaluation process and all the information gathered.

EVALUATION CRITERIA. The following criteria will be used in the evaluation of the proposals:

- ❖ Qualifications and delineated experience
- ❖ Development plan and how it meets high priority goals
- ❖ Implementation plan and overall management and knowledge transfer including training, maintenance and support
- ❖ Fee proposal
- ❖ List of sites the proposer has successfully implemented

The County reserves the right to evaluate, prior to making an award, current financial statements and data from the Proposers, the ability to comply with required schedule, past record of integrity and past record of performance.

ASSESSMENT:

The team will evaluate each proposal against the requirements of the solicitation. Results of the assessment will be portrayed as follows:

- Highly Acceptable:** Proposal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features benefit the County.
- Acceptable:** Proposal meets the County requirements. Any weakness is minor.
- Marginal:** Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.
- Unsatisfactory:** Proposal does not comply substantially with the requirements.

The submittals will be evaluated on:

- Strengths:** Those areas in which the proposal exceeds the County's requirements.
- Weaknesses:** Those areas where the proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.
- Deficiencies:** Those areas where the proposal fails to meet the County's requirements.

Attachment A
PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices, rates or discounts quoted in my proposal. I agree that my proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/Proposer as its act and deed and that the vendor/Proposer is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Seminole County Government or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

Sworn to and subscribed before me

By:

Signature

This ____ day of _____, 20____

Name & Title, Typed or Printed

Signature of Notary

Mailing Address

Personally Known

Notary Public, State of _____

City, State, Zip Code

-OR-

Produced Identification _____

() _____

Telephone Number

Type: _____

Attachment B
Conflict of Interest Statement

STATE OF FLORIDA)
) ss
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____.
2. The above named entity is submitting an Expression of Interest for the Seminole County project described as ***RFP-600816-10/BJC – Database of Foreclosing/Foreclosed Properties in Seminole County***
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this _____ day of _____, 20____.

Typed Name of Affiant

Title

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

OR Produced identification_____ **Notary Public - State of** _____

(Type of identification)

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Attachment C
Compliance with the Public Records Law

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

Project Number: RFP-600816-10/BJC

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachment D
Request for Taxpayer Identification Number and Certification
(W-9 Form)

**Attachment F
Draft Agreement**

Exhibit "A"
Scope of Services

(To be incorporated at a later date based on accepted proposal)

AN ORDINANCE CREATING ARTICLE III, CHAPTER 95, SECTIONS 95.21, 95.22, 95.23, 95.24 AND 95.25 OF THE SEMINOLE COUNTY CODE; REGULATING THE MAINTENANCE OF ABANDONED FORECLOSING PROPERTIES; PROVIDING A TITLE; PROVIDING DEFINITIONS; PROVIDING FOR INSPECTIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seminole County Board of County Commissioners ("BOARD"), seeks to protect neighborhoods from becoming blighted due to the increased number of abandoned foreclosing properties; and

WHEREAS, many foreclosing properties are vacated prior to the conclusion of the foreclosure process, and the lack of adequate maintenance causes the properties to be in violation of County code requirements; and

WHEREAS, these code violations, which include open structures, overgrown grass and unsecured swimming pools pose a threat to children, make the property more susceptible to vandalism, causes the property to become a breeding ground for insects such as mosquitoes and affects neighborhood property values; and

WHEREAS, many abandoned properties are under the control or temporary ownership of out of area lenders who fail to adequately maintain and secure these abandoned properties; and

WHEREAS, Federal laws give certain protections to bona fide tenants; and

WHEREAS, increasing the accountability of mortgage lenders and buyers at foreclosure by requiring the registration of abandoned properties facilitates adherence to the County Codes and obtaining compliance to remove unsightly violations, attractive nuisances, and redress public safety concerns; and

WHEREAS, the Seminole County Home Rule Charter requires that an Economic Impact Statement be prepared to address the potential fiscal impacts and economic costs of this Ordinance upon the public and taxpayers of Seminole County and such Economic Impact Statement has been prepared and has been made available for public review and copying prior to the enactment of this Ordinance;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. Short Title. This Ordinance shall be known and referred to as the "Maintenance of Abandoned Foreclosing (or Foreclosed) Properties."

Section 2. Authority. This Ordinance is enacted under the authority of Section 1(g), Article VIII of the Constitution of the State of Florida, Chapter 125, Florida Statutes, and under

the authority of the general Home Rule Power of the County of Seminole.

Section 3. Incorporation of Recitals. The foregoing recitals are deemed to be an integral part of this Article and constitute additional findings of the Board of County Commissioners.

Section 4. Intent. It is the intent of the Board to protect the public safety, health and welfare by requiring all property owners including, but not limited to, lenders, trustees, and service companies, to properly maintain abandoned properties to prevent blighted and unsecured residences.

Section 5. Creation of Article III, Chapter 95, Seminole County Code. There is hereby created Article III, within Chapter 95 of the Seminole County Code which shall read as follows:

Section 95.21. DEFINITIONS.

Definitions. As used in this Chapter and unless the context requires otherwise, the following terms shall mean as follows:

Vacant/Abandoned real property. A property is vacant/abandoned when one of the following two situations exist:
(i) mortgage foreclosure proceedings have been initiated for that property, and the property has been unoccupied by the

mortgagee, the parent, child, or spouse of the mortgagee or a bona fide tenant for at least the past thirty (30) days and no mortgage payments have been made by the property owner for at least the past ninety (90) days, or (ii) the property was sold at foreclosure sale and remains unoccupied for seven (7) days or more.

Days. Consecutive calendar days.

Foreclosing, Foreclosure Proceedings or Foreclosure process. The process by which a property, placed as security for a real estate loan, mortgage, note, or equity loan is prepared for sale to satisfy the debt if the borrower defaults.

Initiation of the foreclosure process. Taking any of the following action: (i) taking possession of a property; (ii) delivering the Mortgagee's notice of intention to foreclose to the borrower; (iii) commencing a foreclosure action on a property in a Seminole County Court of Law; or (iv) surrender and vacation of the property by the mortgagor.

Local. Within forty (40) miles radius of the abandoned property.

Mortgagee. The Creditor, including but not limited to, service companies, lenders in a mortgage agreement and any agent, servant, or employee of the creditor, service company, or lender, or any successor in interest and/or assignee of the

mortgagee's rights, interests or obligations (under the mortgage agreement).

Owner. Owner means every person, entity, service company, property manager who alone or severally with others:

- (1) has legal or equitable title to any such property; or
- (2) has care, charge or control of any such property, in any capacity including but not limited to agent, personal representative, administrator, trustee or guardian of the estate of the holder of legal title; or
- (3) has authority to mitigate damage to the property to prevent waste of assets by contract; or
- (4) is a mortgagee in possession of any such property; or
- (5) is an agent, trustee or other person appointed by the courts and vested with possession or control of any such property; or
- (6) is a trustee who holds, owns or controls mortgage loans for mortgage backed securities transactions and has initiated the foreclosure process.

Property. Any real property, or portion thereof located in Seminole County, including, but not limited to, building or structures situated on the property, whether commercial or

residential. Property bearing a homestead exemption shall not be exempt from this Ordinance.

Secure. Measures that assist in making the property inaccessible to unauthorized persons, such as the closure and locking of windows, doors, gates, and other openings of such size that may allow a child or adult to access the interior of the property and/or structure.

Section 95.22. Registration of Abandoned Foreclosing Properties.

(a) All owners must register abandoned foreclosing properties with Seminole County ("the County"), on forms provided by the County Manager or designee or electronically via the internet on the County website. All registrations must state the individual owner's or agent's phone number, email, and mailing address located within the State. The mailing address shall not be a post office box. The registration must also certify that the property was inspected. The owner and/or registrant must designate and retain a local individual or local property management company responsible for the security and maintenance of the property. This designation must state the individual or company's name, phone number, local mailing address, and email. The mailing address shall not be a post office box. If the property is in the process of foreclosure,

then the registration must be received within seven (7) days of the initiation of the foreclosure process. Failure to register within the seven (7) day period does not relieve the duty to register.

(b) The Board of County Commissioners may establish a fee by resolution for registration or modification of registration from time to time as the Board deems appropriate.

(c) Once the property is sold, the registered owner must provide proof of sale or sworn written proof of occupancy to the County. If the registered owner is the purchaser at foreclosure, the duty to maintain and secure the property continues until the property is occupied and proof is provided to the County.

(d) By registering, the owner hereby grants permission to the Code Enforcement Division or other County Enforcement Officers to enter the property for reasonable inspection for compliance with the provisions herein.

(e) Any person or other legal entity that has registered a property under this Ordinance must report any change of information contained in the registration within ten (10) days of the change.

Section 95.23. Maintenance Requirements.

(a) Properties subject to the provisions of this Ordinance shall be secured and maintained in accordance with the relevant nuisance, maintenance, sanitary and building codes concerning external and/or visible maintenance. The owner, local individual or local property management company must ensure that the property is secured, and must inspect and maintain the property on a monthly basis for the duration of the abandonment.

(b) Pools and spas shall be kept in working order so that pool and spa water remains free and clear of pollutants and debris. Pools and spas shall comply with the enclosure requirements of the County's code and the Florida Building Code. Broken windows shall be secured by reglazing or boarding.

(c) Adherence to this Ordinance does not relieve the owner of any applicable obligations set forth elsewhere in the Code of Ordinances or within any covenant conditions and restrictions and/or homeowner's association rules and regulations, if any. Nothing contained under this Chapter shall prohibit the Board of County Commissioners from enforcing its codes and ordinances through any available civil or criminal proceedings.

Section 95.24. Inspections. The County and County Enforcement Officers shall have the authority and discretion to

inspect properties subject to this Ordinance for compliance and to issue citations for any violations.

Section 95.25. Enforcement. Violations of this Ordinance may be cited, reported and considered by the Code Enforcement Board pursuant to the provisions of Chapter 53 and Chapter 95 of the Seminole County Code. Violations of this Ordinance shall be classified as a Class II violation with a civil penalty of \$100.00 per violation, pursuant to Seminole County Code Section 53.31, or as amended. Prior to initiating enforcement procedures the County shall serve a notice demanding registration within seven (7) days of receipt of the notice.

Section 6. Codification. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Seminole County Code and the word "ordinance" may be changed to "section," "article," or other appropriate word or phrase and the sections of this Ordinance may be renumbered or relettered to accomplish such intention; providing, however, that Sections 7, 8 and 9 shall not be codified.

Section 7. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance which can be

given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 8. Effective Date. This Ordinance shall take effect on _____, 2010, or upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners, whichever is later.

ENACTED this ____ day of _____, 2010.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

BOB DALLARI, Chairman

MCC/sjs/KFT/sjs
5/7/09, 10/6/09, 11/9/09, 11/10/09, 11/17/09, 12/15/09, 12/16/09, 12/21/09
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